

## **EXHIBIT A**

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK

**If your financial institution issued one or more payment cards identified as having been at risk as a result of the data security incident that Hudson’s Bay Company announced in 2018, it could get a payment from a class action settlement.**

*A federal court authorized this notice. This is not a solicitation from a lawyer.*

***Your financial institution’s legal rights are affected whether you act or don’t act. Read this notice carefully.***

- A Settlement has been proposed to resolve a lawsuit against Defendants Hudson’s Bay Company ULC (formerly known as Hudson’s Bay Company), Saks Fifth Avenue LLC, Saks & Company LLC, Saks Incorporated, and Lord & Taylor, LLC (collectively, “Hudson’s Bay” or “Defendants”) brought by a putative class of financial institutions as a result of a third-party criminal cyberattack on Defendants’ stores, which was announced in 2018 and affected millions of payment cards (the “Data Security Incident”).
- The lawsuit, *Arkansas Federal Credit Union and Summit Federal Credit Union v. Hudson’s Bay Company, et al.*, No. 19-cv-4492 (PKC) (S.D.N.Y.), asserts claims on behalf of a class of financial institutions related to the Data Security Incident and Hudson’s Bay’s data security practices. These claims include alleged negligence, negligence per se, violations of California and New York unfair and deceptive trade practices statutes, unjust enrichment and seek injunctive and declaratory relief. Hudson’s Bay denies these allegations, any wrongdoing, and that it is liable in any amount to the financial institutions.
- Under the Settlement, two types of claims may be made: “Fixed Payment Claims” and “Documented Out-of-Pocket Claims.” A Settlement Class Member may make one or both types of claims. The different types of claims are explained later in this notice. Hudson’s Bay will pay, on a claims-made basis, up to a maximum aggregate amount of \$3 million to the Settlement Class Members who submit approved Fixed Payment Claims and \$1 million to the Settlement Class Members who submit approved Documented Out-of-Pocket Claims (subject to a *pro rata* reduction, if necessary).
- In addition, Hudson’s Bay has agreed to adopt and/or maintain certain practices related to its data security. If approved by the Court, Hudson’s Bay also will pay Class Counsel’s reasonable attorneys’ fees and expenses, service awards up to \$3,000 to each Settlement Class Representative, and notice and settlement administration costs in an amount not to exceed \$1.1 million.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>SUBMIT A CLAIM FORM</b>	If eligible, your financial institution will receive a cash payment. This is the only way to get compensation from the Settlement.
<b>EXCLUDE YOUR FINANCIAL INSTITUTION</b>	If you ask to be excluded, you will not receive a cash payment, but you may be able to file your own lawsuit against Hudson’s Bay for the same claims. This is the only option that leaves your financial institution the right to file its own lawsuit against Hudson’s Bay and/or Defendants’ Released Persons (defined in the Settlement Agreement) for the claims that are being resolved by the Settlement. In order to be effective, a request to be excluded from the Settlement must include all information required by the Settlement.
<b>OBJECT</b>	Your financial institution can remain in the Settlement Class and file an objection telling the Court why you do not like the Settlement. If your objections are overruled, your financial institution will be bound by the Settlement.
<b>DO NOTHING</b>	If you do nothing, you will not receive any cash payment. If you do nothing, you will also forfeit your right to sue or bring any claim against Hudson’s Bay and/or Defendants’ Released Persons related to the Data Security Incident.

- These rights and options — **and the deadlines to exercise them** — are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

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## BASIC INFORMATION

### 1. Why did my financial institution get this notice package?

Your financial institution may have issued payment cards identified in one of the alerts (or a similar document) sent out by Visa, MasterCard, or Discover related to the Data Security Incident.

The Court authorized this notice because you have a right to know about your financial institution's rights under a proposed class action settlement before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after objections and appeals are resolved, a settlement administrator appointed by the Court will make the cash payments that the Settlement allows.

This package explains the lawsuits, the Settlement, your financial institution's rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Southern District of New York, and the case is known as *Arkansas Federal Credit Union and Summit Federal Credit Union v. Hudson's Bay Company, et al.*, No. 19-cv-4492 (PKC) (S.D.N.Y.). The financial institutions who sued are called "Plaintiffs," and the companies they sued, Hudson's Bay Company ULC (formerly known as Hudson's Bay Company), Saks Fifth Avenue LLC, Saks & Company LLC, Saks Incorporated, and Lord & Taylor, LLC, are the "Defendants."

### 2. What is this lawsuit about?

The lawsuit, referred to as *Arkansas Federal Credit Union and Summit Federal Credit Union v. Hudson's Bay Company, et al.*, No. 19-cv-4492 (PKC) (S.D.N.Y.), is related to the Data Security Incident and asserts claims against Hudson's Bay for alleged negligence, negligence per se, violations of California and New York unfair and deceptive trade practices statutes, unjust enrichment, and injunctive and declaratory relief. The financial institutions seek to recover damages for the expense of payment card reissuance and amounts paid to cover fraudulent payment card charges incurred as a result of the Data Security Incident. Hudson's Bay denies the allegations and any wrongdoing, and that it is liable in any amount to the financial institutions. The Court has not decided whether Hudson's Bay has any legal liability.

### 3. Why is this a class action?

In a class action, one or more entities called "class representatives" sue on behalf of themselves and other entities with similar claims. All of these entities together are the "class" or "class members." One court resolves the issues for all class members, except for those who exclude themselves from the settlement class.

### 4. Why is there a settlement?

The Court has not decided in favor of Plaintiffs or Hudson's Bay. Instead, both sides agreed to the Settlement. The Settlement is not an admission that Hudson's Bay did something wrong, but rather a compromise to end the lawsuit. By agreeing to settle, both sides avoid the costs, risks, and uncertainties of a trial and related appeals, while providing benefits to members of the Settlement Class. The Settlement Class Representatives and the attorneys for the Settlement Class think the Settlement is best for all class members.

## WHO IS PART OF THE SETTLEMENT

### 5. How does a financial institution know if it is part of the settlement?

Your financial institution is a member of the Settlement Class and affected by the Settlement if:

- It is a financial institution in the United States (including its Territories and the District of Columbia); and
- It issued one or more "Alerted-On Payment Card," which includes any payment card (including debit and credit cards) that was identified as having been at risk as a result of the Data Security Incident in the following alerts or similar documents issued by Visa, MasterCard, or Discover: (i) in an alert in the MasterCard series ADC004939-US-18 (e.g., ADC004939-US-18-1, ADC004939-US-18-2, ADC004939-US-18-3, ADC004939-US-18-4, and ADC004939-US-18-5); (ii) in an alert in the Visa series US-2018-0169 (e.g., US-2018-0169a-PA, US-2018-0169b-PA, US-2018-0169c-PA, US-2018-0169d-PA, US-2018-0169e-PA, US-2018-0169f-PA, US-2018-0169g-PA,

US-2018-0169h-PA, US-2018-0169i-PA, US-2018-0169j-PA, US-2018-0169k-IC, US-2018-0169l-IC, US-2018-0169m-IC, and US-2018-0169n-IC); or (iii) in a similar notice issued by Discover, the recipients of which were identified by Discover in discovery in the Action.

Specifically *excluded* from the Settlement Class are the Court and any immediate family members of the Court; directors and officers Defendants; parents and subsidiaries of Defendants; and financial institutions who timely and validly request exclusion from the Settlement Class.

## 6. Are there exceptions to being included?

If your financial institution excludes itself from the Settlement, it is no longer part of the Settlement Class and will no longer be eligible to receive any of the Settlement benefits. This process of excluding your financial institution is also referred to as “opting out” of the Settlement.

## 7. I am still not sure if my financial institution is included.

If you are still not sure whether your financial institution is included, you can ask for free help. You can call 1-866-989-2895 or visit [www.HBCFinancialInstitutionSettlement.com](http://www.HBCFinancialInstitutionSettlement.com) for more information. Or you can fill out and return the Claim Form described in Question 10 to see if you qualify.

## THE SETTLEMENT BENEFITS

## 8. What does the settlement provide?

Under the Settlement, two types of claims may be made: “Fixed Payment Claims” and “Documented Out-of-Pocket Claims.” A Settlement Class Member may make one or both types of claims. Hudson’s Bay will pay, on a claims-made basis, up to a maximum aggregate amount of \$3 million to the Settlement Class Members who submit approved Fixed Payment Claims and \$1 million to the Settlement Class Members who submit approved Documented Out-of-Pocket Claims (subject to a *pro rata* reduction, if necessary). The two types of claims are further explained in the next section.

In addition, Hudson’s Bay has agreed to adopt and/or maintain certain practices related to its data security. If approved by the Court, Hudson’s Bay also will pay Class Counsel’s reasonable attorneys’ fees and expenses, service awards up to \$3,000 to each Settlement Class Representative, and notice and settlement administration costs in an amount not to exceed \$1.1 million.

## 9. How much will my financial institution’s payment be?

If your financial institution issued an Alerted-On Payment Card and does not “opt out” of the Settlement, it may be eligible for a payment under the Settlement. If your financial institution files a timely and valid claim, the amount your financial institution receives will depend on the type of claim(s) filed and other variables. The two types of claims are described below:

- **Fixed Payment Claims:** All Settlement Class Members who submit a valid Claim are eligible to receive a cash payment of \$1.85 for each Alerted-On Payment Card they issued (subject to *pro rata* reduction as discussed below). Settlement Class Members making these claims must identify the total number of their Alerted-On Payment Cards on their Claim Form, but are not required to provide any other documentation of their losses.
- **Documented Out-of-Pocket Claims:** Settlement Class Members who submit a valid Claim for reimbursement of documented, unreimbursed, out-of-pocket expenses consisting of fraud reimbursement amounts paid to customers for fraudulent activity on Alerted-On Payment Cards incurred directly as a result of, and specifically associated with, the Data Security Incident may receive up to \$3,000 per Settlement Class Member. The amount received may be subject to *pro rata* reduction as discussed below. This type of Claim must be supported with documentation. Claims are subject to review and approval by the court-appointed Settlement Administrator and there is no guarantee that a Documented Out-of-Pocket Claim will be approved.
  - A Documented Out-of-Pocket Claim shall be supported by documentation that demonstrates that: (1) the fraudulent activity occurred on an Alerted-On Payment Card; and (2) the Settlement Class Member reimbursed its customer/member as a result of the fraudulent activity. Satisfactory documentation may include, but is not limited to, correspondence with customers/members, correspondence with card brands regarding fraudulent activity on

payment cards (e.g., CAMS or ADC alerts), payment card and/or bank statements, and police reports. No specific documentation shall be required, but the Settlement Administrator may reject any claims that, in the Settlement Administrator's discretion, are not substantiated with sufficient documentary evidence or are related to transactions that would require information not compromised in the Data Security Incident to complete.

Fixed Payment Claims are subject to a *pro rata* reduction if the total of all valid Fixed Payment Claims exceeds \$3,000,000. Documented Out-of-Pocket Claims are subject to a *pro rata* reduction if the total of all valid Documented Out-of-Pocket Claims exceeds \$1 million. Settlement Class Members may submit one or both types of Claims, if applicable, and may submit multiple types of Documented Out-of-Pocket Claims, if applicable, but no Settlement Class Member will receive more than \$3,000 total for Documented Out-of-Pocket Claims. Expenses typically associated with cancellation and reissuance of Alerted-On Cards, such as the costs of printing and mailing new cards, do not qualify as Documented Out-of-Pocket Claims. The Fixed Payment Claims provide compensation for any expenses associated with the cancellation and reissuance of payment cards.

## HOW TO GET A PAYMENT – SUBMITTING A CLAIM FORM

### 10. How can my financial institution get payment?

To qualify for a payment, you must complete and submit a valid Claim Form, which is included with this Notice. You may also get this Claim Form on the internet at [www.HBCFinancialInstitutionSettlement.com](http://www.HBCFinancialInstitutionSettlement.com). All Settlement Class Members that wish to receive compensation must complete and submit a Claim Form and follow its instructions, including submitting supporting documentation as needed.

To properly complete and timely submit a Claim Form, you should read the instructions carefully, include all information required by the Claim Form, sign it, and either submit the signed Claim Form electronically through [www.HBCFinancialInstitutionSettlement.com](http://www.HBCFinancialInstitutionSettlement.com) by **February 17, 2022** or mail it to the Settlement Administrator postmarked no later than **February 17, 2022** at the following address:

Hudson's Bay Company Financial Institution Data Breach Settlement  
c/o Analytics Consulting LLC, Settlement Administrator  
P.O. Box 2005  
Chanhassen, MN 55317-2005

The Settlement Administrator will review your claim to determine its validity and the amount of your financial institution's payment.

### 11. When would my financial institution get its payment?

The Court will hold a hearing on December 7, 2021 to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether these appeals can be resolved and resolving them takes time, perhaps years. Payments to Settlement Class Members will be made after the Settlement is finally approved and any appeals or other related proceedings have been completed as set forth in the Settlement Agreement. You may visit [www.HBCFinancialInstitutionSettlement.com](http://www.HBCFinancialInstitutionSettlement.com) for updates on the progress of the Settlement. Please be patient.

### 12. What is my financial institution giving up to get a payment or remain in the Settlement Class?

Unless you exclude your financial institution from the Settlement, your financial institution cannot sue, or be part of any other lawsuit against, Hudson's Bay or Defendants' Released Persons (as defined in the Settlement) relating to the Data Security Incident. The specific claims your financial institution is giving up against Hudson's Bay and Defendants' Released Persons are described in the Settlement Agreement. The terms of the release are described in Section 9 of the Settlement Agreement. Read it carefully. The Settlement Agreement is available at [www.HBCFinancialInstitutionSettlement.com](http://www.HBCFinancialInstitutionSettlement.com).

If you have any questions, you can talk to the law firms listed in Question 16 for free, or you can, of course, talk to your own lawyer if you have questions about what this means.

If your financial institution wants to keep its rights to sue or continue to sue Hudson's Bay based on claims this Settlement resolves, your financial institution must take steps to exclude itself from the Settlement Class (*see* Questions 13-15).



**EXCLUDING YOUR FINANCIAL INSTITUTION FROM THE SETTLEMENT****13. How can my financial institution opt out of the settlement?**

To exclude your financial institution from the Settlement, or “opt out,” you must send a letter by U.S. Mail that includes the information in the bullet points below. If you fail to include this information, the notice of exclusion will be ineffective and the Settlement Class Member will be bound by the Settlement, including all releases.

- The name of this Litigation, *Arkansas Federal Credit Union and Summit Federal Credit Union v. Hudson’s Bay Company, et al.*, No. 19-cv-4492 (PKC) (S.D.N.Y.);
- Your financial institution’s full name, address, and phone number;
- The words “Request for Exclusion” at the top of the document or a statement in the body of the document requesting exclusion from the Settlement;
- The name, address, email address, telephone number, position, and signature of the individual who is acting on behalf of the Settlement Class Member; and
- The total number of Alerted-On Payment Cards issued by your financial institution.

You must mail via first class postage prepaid United States mail the completed above-described letter, postmarked no later than **November 15, 2021**, to each of the following addresses:

**Settlement Administrator**

Hudson’s Bay Financial Institution  
Data Breach Settlement  
c/o Analytics Consulting, LLC  
P.O. Box 2005  
Chanhassen, MN 55317-2005  
Info@HBCFinancialInstitution  
Settlement.com

**Settlement Class Counsel**

Joseph P. Guglielmo  
SCOTT+SCOTT ATTORNEYS  
AT LAW LLP  
230 Park Avenue, 17th Floor  
New York, NY 10169  
JGuglielmo@scott-scott.com

**Defense Counsel**

Gregory T. Parks  
Morgan, Lewis & Bockius LLP  
1701 Market Street  
Philadelphia, PA 19103  
Gregory.Parks@morganlewis.com

If you ask to be excluded, your financial institution will not get any payment as part of this Settlement, and you cannot object to this Settlement. Your financial institution will not be legally bound by anything that happens in the Settlement and related proceedings. Your financial institution may be able to sue (or continue to sue) Hudson’s Bay in the future. If you object to the Settlement and seek to exclude your financial institution, you will be deemed to have excluded your financial institution.

**14. If my financial institution doesn’t opt out, can it sue Hudson’s Bay for the same thing later?**

No. Unless you exclude your financial institution from the Settlement, your financial institution gives up any right to sue Hudson’s Bay and Defendants’ Released Persons (as defined in the Settlement Agreement) for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. Your financial institution must exclude itself from this Settlement to continue its own lawsuit. Remember, the exclusion deadline is **November 15, 2021**.

**15. If my financial institution excludes itself, can it get money from this Settlement?**

No. If you exclude your financial institution, do not send in a Claim Form asking for a payment.

**THE LAWYERS AND FINANCIAL INSTITUTIONS REPRESENTING YOU****16. Does my financial institution have a lawyer in the case?**

Yes. The Court appointed to represent your financial institution and other members of the Settlement Class the following law firm: Scott+Scott Attorneys at Law, LLP, in New York, New York (“Class Counsel.”). You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**17. How will the lawyers and financial institutions representing the Settlement Class be paid?**

Class Counsel joined with other two other law firms to initiate the lawsuit and prosecute the case on behalf of the Plaintiffs and Settlement Class Members. Class Counsel worked on a contingent basis, which means that they would receive a

fee only if the lawsuits were successful. None of the lawyers has yet received any payment for their time or expenses. If approved by the Court, Hudson's Bay will pay Class Counsel's reasonable attorneys' fees and expenses, service awards to each Settlement Class Representative (discussed next), and notice and settlement administration costs in an amount not to exceed \$1.1 million, in addition to the amount made available to the Settlement Class. Class Counsel intend to ask the Court to approve an award of \$1.1 million, to be paid separately by Hudson's Bay, and Hudson's Bay has agreed not to object to these requests.

The Settlement Class is represented by two named financial institutions (the "Settlement Class Representatives"). In addition to the benefits that the Settlement Class Representatives will receive as members of the Settlement Class—and subject to the approval of the Court—Hudson's Bay has agreed to pay service awards of up to a maximum of \$3,000 to each of the Settlement Class Representatives for the efforts that they have expended on behalf of the Settlement Class. The amount of the service awards approved by the Court will be paid out of the \$1.1 million Hudson's Bay has separately agreed to pay.

The Court will determine whether to approve the amount of fees and costs and expenses requested by Class Counsel and the proposed service awards to the Settlement Class Representatives at the Final Approval Hearing scheduled for December 7, 2021. Class Counsel will file an application for fees, expenses, and service awards no later than November 1, 2021. The application will be available on the Settlement Website [www.HBCFinancialInstitutionSettlement.com](http://www.HBCFinancialInstitutionSettlement.com) or you can request a copy by contacting the Settlement Administrator (*see* Question 23).

## OBJECTING TO THE SETTLEMENT

### 18. How does my financial institution tell the Court that it does not like the Settlement?

If your financial institution is a Settlement Class Member, you can object to the Settlement if you do not think it is fair, reasonable, or adequate. You can give reasons why you think the Court should not approve it. The Court will consider your views. If you both object to the Settlement and seek to exclude your financial institution, your financial institution will be deemed to have excluded itself and your objection will be deemed null and void.

Your objection must be in writing, and must include:

- The name of this Litigation: *Arkansas Federal Credit Union and Summit Federal Credit Union v. Hudson's Bay Company, et al.*, No. 19-cv-4492 (PKC) (S.D.N.Y.);
- Your financial institution's full name, and the full name, address, email address, and telephone number of the person acting on its behalf; and
- All grounds for the objection stated with specificity.

Any objection must be either filed electronically with the Court or mailed to the Clerk of the Court, Class Counsel, and Hudson's Bay counsel at the addresses set forth below. The objection must be electronically filed, or if mailed postmarked, no later than **November 15, 2021**.

Court	Settlement Class Counsel	Defense Counsel
Clerk of the Court	Joseph P. Guglielmo	Gregory T. Parks
USDC, South District of New York	SCOTT+SCOTT ATTORNEYS AT	Morgan, Lewis & Bockius LLP
Daniel Patrick Moynihan	LAW LLP	1701 Market Street
United States Courthouse	230 Park Avenue, 17th Floor	Philadelphia, PA 19103
500 Pearl St.	New York, NY 10169	Gregory.Parks@morganlewis.com
New York, NY 10007-1312	JGuglielmo@scott-scott.com	

### 19. What is the difference between objecting and excluding/opting out?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object to the benefits provided by the Settlement or other terms of the Settlement only if your financial institution stays in the Settlement Class. Excluding your financial institution or "opting out" is telling the Court that you don't want to be included in the Settlement Class. If your financial institution excludes itself, you have no basis to object to the Settlement and related releases because the Settlement no longer affects you.



## THE COURT'S FINAL APPROVAL HEARING

### 20. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on December 7, 2021, in Courtroom 11D before Senior United States District Judge P. Kevin Castel of the United States District Court for the Southern District of New York, at the Daniel Patrick Moynihan United States Courthouse, 500 Pearl St., New York, NY 10007-1312, or at such other time, location, and venue as the Court may Order. This hearing date and time may be moved. Please refer to the settlement website ([www.HBCFinancialInstitutionSettlement.com](http://www.HBCFinancialInstitutionSettlement.com)) for notice of any changes.

By no later than November 1, 2021, Class Counsel shall file a motion for final approval of the Settlement and a motion for attorneys' fees, costs, and expenses and for Service Awards. Objectors, if any, shall file any response to Class Counsel's motions no later than November 15, 2021. By no later than November 29, 2021, responses shall be filed, if any, to any filings by objectors, and any replies in support of final approval of the Settlement and/or Class Counsel's application for attorneys' fees, costs, and expenses and for Service Awards shall be filed.

At the Final Approval Hearing, the Court will consider, among other things, whether the Settlement is fair, reasonable, and adequate; how much Plaintiffs' lawyers will receive as attorneys' fees and costs and expenses; and whether to approve service awards to the Settlement Class Representatives. If there are objections, the Court will consider them. The Court will listen to people at the hearing who file in advance a timely notice of their intention to appear (*see* Question 18). At or after the Final Approval Hearing, the Court will decide whether to approve the Settlement. There is no deadline by which the Court must make its decision.

### 21. Does my financial institution have to attend the hearing?

No. Class Counsel will answer questions the Court may have. You are welcome, however, to come at your own expense. If you submit an objection, you do not have to come to the Court to talk about it. As long as you submitted your objection timely and in accordance with the requirements for objecting set out of the Settlement (*see* Question 18), the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

## IF YOU DO NOTHING

### 22. What happens if my financial institution does nothing at all?

If your financial institution is a Settlement Class Member and does nothing, it will remain a part of the Settlement Class but will not get any payments from the Settlement. And, unless your financial institution excludes itself, it will not be able to sue Hudson's Bay about the claims being resolved through this Settlement ever again. See the Settlement Agreement for more details about the releases.

## GETTING MORE INFORMATION

### 23. How do I get more information?

This notice summarizes the Settlement. More details are in the Settlement Agreement itself. You can get a copy of the Settlement Agreement at ([www.HBCFinancialInstitutionSettlement.com](http://www.HBCFinancialInstitutionSettlement.com)) or from the Settlement Administrator by calling toll-free at 1-866-989-2895.

*Please do not contact the Court or Defendants with questions about the Settlement.*